

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMOS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS • intrastate FL and NC	SO.066	message
NSPRS • intrastate all other BellSouth states	SO.05	message
NSPRS • CATS	SO.05	message
NSPRS • non-conterminous	SO.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Recurring Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01** RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02** The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01** Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTIONS. ASSOCIATED EXHIBITS

- 5.01** Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02** From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and cancelling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____ 1998.

WITNESS:

THE ALEC

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC** - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDS** - function of receiving an ALEC message and forwarding that message on to CMDS.
- 3) Message Forwarding from CMDS** - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.

2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.

2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.

2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are designed to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.**
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.**

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01** This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01** BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1)** a BellSouth customer,
- 2)** another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 881 messages),
- 3)** another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
- 4)** another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

- 2.02** These other services include, but are not limited to:

- 1)** Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
- 2)** Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3)** Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIDD and 800 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0666
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New **Services**

Service: Virtual Collocation

Description: Virtual Expanded interconnection Service (VEIS) provides for location interconnection in **collocator-provided/BellSouth** leased fiber optic facilities to **BellSouth's** switched and special access **services**, and local interconnecti on facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, **terms** and conditions will be applied as set forth in Section 20 of **BellSouth Telecommunications Inc.'s** Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to **terminate** its transmission links, and has physical access to the LEC central **office** to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: Rates as attached

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space , coven shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates t o be ICB .
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	97.50 / \$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	55.14 per ampere
Cable Support S tructure	Applies per entrance cable	Monthly Recurring	313.35 per cable
POT Bay	Optional Point of Tenination bay: rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1.20 / 55.00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / 572.48
Security Escort	First and additional half hour increments per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$46.00 / \$30.00 O 355.00 / \$35.00 P

Note 1:

Will be determined at the time of the application based on building and **space** modification requirements for shared **space** at the requested CO

Note 2:

Applies onty to **collocators** who wish to purchase a steelgauge **cage** enclosure. **Carriers** may also pay \$330.00 per square foot for the first 100 square feet and 3242.00 for **each** additional 100 square feet in the same CO in lieu of space preparation and **construction** fees. This option does not apply where HVAC, power plant or both upgrade is required.

Note 3:

See attached list for Zone A offices as of May 1996. This list **will** be amended monthly.

BellSouth Zone A Offices - as of May 1996
EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA E X
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT E X
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV E X
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA E X
	Miami	Grande	MLAMFLGR
		Palmetto	MLAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	(West Palm Beach	Annex (Main Annex)	WPBHFLAN

GA	Athens	Athens	ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
		Peachtree PI	ATLNGAPP
		Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs	ATLNGASS
	Lilburn	Lilburn	LLBNGAMA
	Smyrna	Power Ferry	SMYRGAPF
		Smyrna Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA E X
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Marietta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP E X
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creek	LSVLKYFC II
		JTown	LSVLKYJT II
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	I New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCBO

		Derita	CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCLP
I		Reid	CHRLNCRE E X
		Sharon Amity	CHRLNCSH
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	RLGHNCMO
I		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
SC	(Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA E X
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		S harondale	NSVLTNST
		University	NSVLTNUN

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, ~~Ducts~~, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida			Georgia		
Rate Elements	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$30.00	\$97.00	N/A	\$21.00	\$87.00	N/A	\$32.00	\$105.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$18.50	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s):	N.Carolina			S.Carolina			Tennessee		
Rate Elements	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l	Monthly	Nonrecurring First	Charges Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
• 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a nonconcentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for nonlocated ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$6.00

State(s)	N. Carolina			S. Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG). Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff, FCC No.1.

Alabama			Florida			Georgia		
Rate Elements	Rate	Per	Rate Elements	Rate		Rate Elements	Rate	
Monthly			Monthly			Monthly		
Residence Port	\$2.50		Residence Port	\$2.00		Residence Port	\$2.26	
Business Port	\$7.00		Business Port	\$4.50		Business Port	\$4.60	
PBX Trunk Port	\$7.00		PBX Trunk Port	\$7.50		PBX Trunk Port	\$7.37	
Rotary Service	\$2.00		Rotary Service	\$2.00		Rotary Service	\$2.00	
Primary Rate ISDN NAS	\$20.00							
Usage-Mileage Bands			Usage-(STS)			Usage-(STS)		
A (0 miles)	\$0.02	Init. min.	Init. min.	\$0.0275	Init. min.	Init. min.	\$0.02	
	\$0.01	Add'l min.	Add'l min.	\$0.0125	Add'l min.	Add'l min.	\$0.02	
B (1-10 miles)	\$0.04	Init. min.						
	\$0.02	Add'l min.						
C (11-16 miles)	\$0.06	Init. min.						
	\$0.04	Add'l min.						
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0.10	Init. min.						
	\$0.07	Add'l min.						
E (23-30 miles)	\$0.10	Init. min.						
	\$0.10	Add'l min.						
F (31-40 miles)	\$0.10	Init. min.						
	\$0.10	Add'l min.						
G (Special Band)*	\$0.10	Init. min.						
	\$0.10	Add'l min.						

* In accordance with the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-1 7

Unbundled Products and Services and Now Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Int.Min.	A (0 miles)	\$0.02	Int.Min.
	\$0.02	Add'l min.		\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Int.Min.	A (1-10 miles)	\$0.04	Int.Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.06	Int.Min.	B (11-16 miles)	\$0.06	Int.Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Int.Min.	C (17-22 miles)	\$0.10	Int.Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.06	Int.Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int.Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.08	Int.Min.		\$0.10	Add'l min.
	\$0.07	Add'l min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int.Min.
G (23-30 miles beyond Limited LCA)	\$0.08	Int.Min.		\$0.14	Int.Min.
	\$0.07	Add'l min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int.Min.
H (31-40 miles beyond Limited LCA)	\$0.08	Int.Min.		\$0.10	Add'l min.
	\$0.07	Add'l min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Int.Min.
I (Greater than 40 miles beyond Limited LCA)	\$0.08	Int.Min.		\$0.14	Add'l min.
	\$0.07	Add'l min.	G (Greater than 40 miles Inter-Parish)	\$0.14	Int.Min.
				\$0.14	Add'l min.

Mississippi			N.Carolina		S.Carolina		
Rate Elements	Rates	Per	Rate Elements	Rates	Rate Elements	Rates	Rates
Monthly			Monthly		Monthly		
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00	
Business Port	\$7.50		Business Port	\$6.00	Business Port	\$10.50	
PBX Trunk Port	\$7.50		PBX Trunk Port	\$6.00	PBX Trunk Port	\$10.50	
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00	
Usage - Mile Bands			Usage - (STS)		Usage - (STS)		
A (0 miles)	\$0.02	Int.min.	- Int.min.	\$0.05	- Basic Svc.Area	\$0.02	
	\$0.01	Add'l min.	- Add'l min.	\$0.02	- Expanded Svc.Area	\$0.12	
B (1-10 miles)	\$0.04	Int.min.					
C (11-16 miles, existing LCA described in AJ 6 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.02	Add'l min.					
	\$0.06	Int.min.					
D (17-30 miles)	\$0.04	Add'l min.					
	\$0.08	Int.min.					
	\$0.07	Add'l min.					
E (31-55 miles Basic LATA)	\$0.08	Int.min.					
	\$0.07	Add'l min.					
F (31-55 miles Jackson LATA)	\$0.12	Int.min.					
	\$0.10	Add'l min.					
G (56-65 miles Basic LATA)	\$0.18	Int.min.					
	\$0.11	Add'l min.					

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02	mo
B (17-30 miles)	\$0.05	mo
C >30 miles	\$0.10	mo

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT 'D'

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ICI for the purposes of resale to ICI end users shall be available at the following discount off of the retail rate.

STATE	RESIDENCE	DISCOUNT	
			BUSINESS
ALABAMA	10%		10%
FLORIDA	10%		12%
GEORGIA	20.3%'		17.3%'
KENTUCKY	10%		8%
LOUISIANA	11%		10%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%.
TENNESSEE	11%		9%

The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN INTERMEDIA COMMUNICATIONS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties &ted July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which UC hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs N(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the ocher a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of ● rch year, the parties shall update their PLU.

2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

